



*U.S. Embassy Pristina
December 19, 2023*

SUBJECT: Request for Quotations # 19KV4224Q0001

Dear Prospective Quoter:

Enclosed is a Request for Quotations (RFQ) for cleaning services at U.S. Embassy Pristina leased residences, as provided in the schedule. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award Blanket Purchase Agreement(s) (BPAs) to those firms that are technically acceptable, responsible, and clearly intend to sell services to the U.S. Government at market prices or below. Interested offerors need to know that the U.S. Government may award multiple BPAs. The U.S. Government will only award to the number of BPAs, the U.S. Government believes is sufficient to meet needs and regulatory competition requirements. The Government may award the BPA(s) based on the initial offers without discussions.

E-version of your quotation must be marked as “19KV4224Q0001” and submitted to PristinaProcurement@state.gov on or before January 18, 2024 15:00 local time. No quotations will be accepted after this time. If your file size should exceed the 50MB, the submission must be made in separate files and attached to separate emails (more than one email) with less than 50MB each.

For a quotation to be considered, you must also complete and submit the following:


1. SF-1449 (blocks 17 and 30a, b, c)
2. Additional information as required in Section 3
3. Compliance with evaluation factors outlined in Section 4
4. Section 5 - Representations and Certifications
5. Proof of SAM Registration

Note: Offerors must be registered in the SAM database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Direct any questions regarding this solicitation to PristinaProcurement@state.gov

Sincerely,

Barbara Grub
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS					1. REQUISITION NUMBER PR12238023		PAGE 1 OF 47						
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19KV4224Q0001		6. SOLICITATION ISSUE DATE 12/19/2023					
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Burim Buza				b. TELEPHONE NUMBER(No collect calls) +3833859593282		8. OFFER DUE DATE/LOCAL TIME 01/18/2024, 15:00 LT					
9. ISSUED BY AMERICAN EMBASSY PRISTINA 4 KORRIKU # 25 10000 PRISTINA, KOSOVO ATTN: GSO/PROCUREMENT			CODE		10. THIS ACQUISITION IS <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> SMALL BUSINESS		X UNRESTRICTED OR <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A)		<input type="checkbox"/> SET ASIDE: ____% FOR: SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS (IF APPLICABLE)		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION X RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVER TO AMERICAN EMBASSY PRISTINA 4 KORRIKU # 25 10000 PRISTINA, KOSOVO ATT: PristinaProcurement@state.gov			CODE		16. ADMINISTERED BY BARBARA GRUB CONTRACTING OFFICER AMERICAN EMBASSY PRISTINA								
17. Contractor/Offendor			CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY PRISTINA 4 KORRIKU # 25 10000 PRISTINA, KOSOVO ATT # FMO PristinaInvoice@state.gov						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE (if applicable)		24. AMOUNTS PER ANNUMS	
1		Blanket Purchase Agreement for cleaning services at the U.S. Embassy Pristina leased residencies. See attached terms and conditions and FAR/DOSAR Clauses.											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND SUBMIT TO PristinaProcurement@STATE.GOV , CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED			
						Barbara Grub – Contracting Officer							

Standard Form 1449

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SECTION 1 - THE SCHEDULE
BLANKET PURCHASE AGREEMENT
CONTINUATION TO SF 1449, BPA
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
ESTABLISHED BETWEEN U.S. EMBASSY
PRISTINA AND THE BPA HOLDER:

1. BPA Number (TBD)

The American Embassy in Pristina invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of cleaning services at the U.S. Embassy Pristina leased residences. The contractor, here and after referred to as “BPA Holder” shall provide services as per enclosed statement of work.

2. Expiration Date:

BPA expires on 5 (five) calendar years after award date stated on SF-1449, block 3.

3. Embassy Estimate:

The Embassy estimates that the volume of purchases through this agreement will be up to \$250,000.00 or an equivalent amount in local currency.

4. Terms and Conditions:

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed \$10,000 (Micro-purchase threshold) or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed \$250,000 or the equivalent in local currency.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

5. Authorized Employees

The following employees (BPA Callers) are authorized to place orders:

<u>Name</u>	<u>Job Title</u>	<u>Dollar Limitation</u> <u>(or the equivalent in</u> <u>local currency KGS)</u>
<i>TBD</i>	<i>TBD</i>	\$10,000.00
<i>TBD</i>	<i>TBD</i>	\$10,000.00
<i>TBD</i>	<i>TBD</i>	\$10,000.00
<i>TBD</i>	<i>TBD</i>	\$10,000.00

No other employee may place an order against this BPA unless authorized in writing by the Contracting Officer.

6. Invoices

The BPA holder shall submit an invoice upon completion of services. Improper or incorrect invoices shall be returned to BPA holder.

The BPA holder must submit invoices to the following e-mail address: PristinaInvoice@state.gov ensure compliance with FAR Part 32.9 Prompt Payment Act.

7. FAR and DOSAR Clauses

The FAR and DOSAR clauses attached to this BPA shall apply to all purchases made under this BPA. In the event of an inconsistency between the provisions of this BPA and your invoice, the provisions of the BPA shall take precedence.

CONTINUATION TO SF 1449, BPA
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
STATEMENT OF WORK

1. **GENERAL** - The BPA holder shall provide cleaning service at the U.S. Embassy Pristina leased properties for various types of residential make ready cleaning to prepare the residences for the arrival of incoming American Embassy personnel and/or for cleaning residences after Embassy personnel have departed. The BPA Holder shall furnish all managerial, administrative and cleaning personnel, equipment, and cleaning supplies to perform the services. The area of the residences subject to this BPA ranges from 100 square meters to 400 square meters.

INTERIOR CLEANING - The BPA holder shall provide make ready cleaning of Embassy leased residences including the cleaning of all rooms within the premises. Specific cleaning requirements shall include but not be limited to:

a) Scrubbing hard surface marble and tile floors with a rotary floor scrubber, or if not available a mop and scrub brush where necessary. Detailed cleaning, sweeping and damp mopping all floor areas including: tiles, hardwood floors, linoleum, marble floors, staircases, hallways, wash rooms, storage rooms, laundry rooms, servants rooms, entryways, terraces, balconies, dipping pools, saunas and other public areas. Cleaned floors shall be free of dust, mud, sand, footprints, liquid spills, and other grime. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. Cleaning (mopping) water shall be changed frequently such that dirt is removed and not redistributed. Dirty water shall be disposed of in toilets or laundry sinks and NEVER in kitchen sinks or other fixtures where food is prepared. When the cleaning is finished, hard surface floors shall be given a light final mopping.

b) Thorough cleaning of all furniture including but not limited to desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, wardrobes, closets, built in drawer units, coat racks, umbrella stands, pictures, maps, telephones, computer and computer/TV screens, lamps, lamp shades and other common furnishings found in a residential environment, including balcony furniture. Insides of cabinets and drawers shall also be dusted and wiped with a damp cloth. All furniture shall be free of dust, dirt, and sticky surfaces.

c) Thorough cleaning of kitchen/kitchenette areas with cleaning of all working surfaces, countertops, tiles, kitchen cabinets, stoves, ovens, and other appliances, including inside and outside.

d) Thorough cleaning of lavatories, sinks, bathtubs, showers, bidets, toilets, bathrooms, mirrors, other sanitary fixtures and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. Pails, brushes, sponges, cloth rags, etc. that are used to clean toilets, bidets, urinals, bathtubs and showers shall not be used to clean lavatory sinks, kitchen sinks, kitchen countertops or other sanitary areas.

e) Thorough cleaning and removing any dirt marks or fingerprints from walls, electrical switch and device wall plates, radiators, doors, door frames, windows (inside and outside), window frames, window screens, window coverings, window blinds, window grills and terrace fences, glass desk protectors and other visible surfaces. Cleaning also includes dusting and wiping of all light fixtures and chandeliers.

f) Dry cleaning of draperies, sheers, and blackout curtains, including taking down the curtains to be cleaned and re-hanging them after they have been cleaned. The cleaning shall be performed with mild chemicals without causing damage.

g) Detailed cleaning, vacuuming, steam cleaning and/or shampooing of all upholstered furniture, rugs, carpets so that they are free from stains, dust, dirt, hair, etc. Items to be cleaned shall include but not be limited to: different type of sofas and stuffed chairs, sofa pillows, dining room chair, chair cushions, carpet floorings, runners, and carpet protectors and bed mattresses. Cleaning of all upholstered furniture shall be with mild chemicals and with dry extraction type machines. Cleaning of furniture shall be performed in residences or Embassy warehouse. The BPA holder shall move any chairs, trash receptacles, and easily moveable items to vacuum underneath, and return them in their original position after the cleaning. Vacuum cleaners shall be of modern design and in good condition with rotating brush attachments for cleaning carpets and upholstered furniture without causing damage. Vacuum canisters

shall be emptied and filters cleaned/replaced frequently so that the equipment works properly, provides suitable vacuum, and does not blow dust into the air. Dirty water shall be disposed of in toilets or laundry sinks and NEVER in kitchen sinks or other fixtures where food is prepared. When completed, vacuumed areas and furniture shall be free of all stains, litter, lint, hair, loose soil and debris.

l) non-scented cleaning products be used when possible (particular in the section on draperies/sheers/curtains)

Upholstered furniture and dining room chair cleaning shall be billed based on the rate indicated in the price list per number of seats.

Cleaning rugs/carpets, dry cleaning draperies and curtains shall be billed based on the rate indicated in the price list per square meters.

Interior cleaning shall be billed based on the rate indicated in the price list per the gross square meters of the property according to the floor plan provided by the GSO Housing Unit.

Upon completion of interior cleaning services, all surfaces, furniture, and furnishings shall be dry and have uniform appearance with no stains, streaks, smears, swirl marks, detergent residue, lint, loose soil or any evidence of remaining dirt or water. Premises shall be free of a litter, cleaning materials leftovers, or other similar debris.

EXTERIOR CLEANING - The BPA holder shall provide exterior cleaning of Embassy leased residences that includes but is not limited to: one-time professional grounds maintenance of all lawn and yard areas, pruning of shrubbery, removing weeds from garden, cleaning back patios, patio furniture, outdoor barbeque areas, garage and outdoor storage areas and courtyards from debris, sweeping, washing with hoses of all hard surfaces, including balconies, swimming pools, garage floors, driveways, walkways, sidewalks, curbs, gutters, and gravel areas, exterior window sills, exterior glass walls, including the removal of all garbage after the cleaning process. In winter conditions, grounds maintenance will include removal the snow from the access pathways, driveways, patios, barbeque areas, and balconies.

Exterior cleaning shall be billed based on an approved pre-work survey.

PRESSURE WASHING - The BPA holder shall provide exterior pressure washing of Embassy leased residences that includes but is not limited to washing: house walls, perimeter walls, driveways, walkways, swimming pools, garage floors, exterior window sills, patios, and patio furniture.

Pressure washing shall be billed based on an approved pre-work survey as needed.

2. **ENGLISH SPEAKING REPRESENTATIVE** - The BPA holder shall designate an English speaking representative who shall supervise the BPA holder's workforce and be the BPA holder's liaison with the U.S. Embassy. If no English speaking representative is available, the BPA holder will select a representative that will liaise with the "Authorized Employees" (BPA Callers).

3. **PERSONNEL** - The BPA holder shall be responsible for providing qualified cleaners with sufficient experience to perform these services. All BPA holder's employees shall have all of the benefits, pay, insurances and all other privileges accorded to a labor code of Kosovo. The BPA holder's employees shall be on site only for contractual duties and not for any other business or purposes. All personnel assigned by the BPA holder for the performance of the respective services shall be regular employees of the BPA holder, and shall be supervised by the BPA holder.

4. **SUPERINTENDENCE BY BPA HOLDER** - The entire operation of the contracted services shall be superintended by the BPA holder's bilingual (English) Supervisor. The Supervisor shall coordinate the performance of the contracted services with the needs of the U.S. Government. The Supervisor, or a qualified assistant, shall be on duty and on the job while the work is in progress. The Supervisor shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays.

5. **QUALITY ASSURANCE** - The BPA holder shall institute an inspection system including the checklists of cleaning activities to be carried out by its employees. **The BPA holder's supervisor shall be responsible to inspect the work, fill in, and sign the checklist. A copy of the completed checklist, signed and dated by the supervisor, shall be submitted for each cleaning job with the BPA holder's billings as proof that the work has been performed, inspected, and is in accordance with the requirements of this BPA.**

6. **INSPECTION BY GOVERNMENT** - The services being performed hereunder and the supplies and cleaning equipment being used may be inspected by the Embassy's representative to determine that all work is being performed in a satisfactory manner, and that all equipment supplies and services are of acceptable quality and standards. The BPA holder shall be responsible to immediately remedy any unacceptable work or conditions within the scope of this BPA. The "Authorized Employees" (BPA Callers) are responsible for inspection and acceptance of services. These duties include review of BPA holder invoices, including the supporting documentation required by the BPA. The BPA Callers may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the BPA.

7. **WORKING HOURS** - The BPA holder shall perform all work during 8:30 - 17:00, Mondays through Fridays mainly, in the exceptional cases from 08:00 till 20:00 including the weekends and holidays. The Contracting Officer may approve other hours. The BPA holder shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the BPA holder.

8. **RESPONSIBILITY OF BPA HOLDER / DAMAGE TO PERSONS OR PROPERTY**

The BPA holder shall be responsible for all damages to persons or property that occur as a result of the BPA holder's fault or negligence. The BPA holder shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

The BPA holder agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the BPA holder,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the BPA holder's performance of this BPA.

The BPA holder shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government. The BPA holder shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work that may have been accepted in writing under the BPA.

9. **SAFETY** - The BPA holder shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to BPA holder operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this BPA. The Contractor is

responsible for meeting all regulations and for providing a safe and healthy workplace for its employees. For these purposes, the BPA holder shall:

- (1) Complete a Job Hazard Analysis (JHA) form for each activity associated with the contract;
- (2) Provide appropriate safety barricades, signs and signal lights;
- (3) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (4) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (5) The Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above 1.2 meters (120 cm);
 - (iii) Work in confined spaces (limited exits, potential for oxygen less than 19.5% (percent) or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (iv) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

---END OF SCOPE OF WORK---

**SECTION 2 - CLAUSES FOR BLANKET PURCHASE AGREEMENTS
AWARDED BY OVERSEAS CONTRACTING ACTIVITIES**

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES
OR EXECUTIVE ORDERS— COMMERCIAL PRODUCTS AND COMMERCIAL
SERVICES (DEC 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#))

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

☐ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).

☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

☐ (5) [Reserved].

☐ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111- 117, section 743 of Div. C).

☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

☐ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

☐ (10) [Reserved].

- ☐ (11)) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).
 - ☐ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
 - ☐ (13) [Reserved]
 - ☐ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
 - ☐ (ii) Alternate I (MAR 2020) of [52.219-6](#).
 - ☐ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
 - ☐ (ii) Alternate I (MAR 2020) of [52.219-7](#).
 - ☐ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#))
- and (3)).
- ☐ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - ☐ (ii) Alternate I (NOV 2016) of [52.219-9](#).
 - ☐ (iii) Alternate II (NOV 2016) of [52.219-9](#).
 - ☐ (iv) Alternate III (JUN 2020) of [52.219-9](#).
 - ☐ (v) Alternate IV (SEP 2021) of [52.219-9](#).
 - ☐ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
 - ☐ (ii) Alternate I (MAR 2020) of [52.219-13](#).
 - ☐ (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
 - ☐ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
 - ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set- Aside (OCT 2022) ([15 U.S.C. 657f](#)).
 - ☐ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).
 - ☐ (ii) Alternate I (MAR 2020) of [52.219-28](#).
 - ☐ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
 - ☐ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
 - ☐ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
 - ☐ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
 - ☐ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
 - ☒ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
 - ☐ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
 - ☐ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
 - ☐ (ii) Alternate I (FEB 1999) of [52.222-26](#).
 - ☐ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - ☐ (ii) Alternate I (JUL 2014) of [52.222-35](#).
 - ☐ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
 - ☐ (ii) Alternate I (JUL 2014) of [52.222-36](#).
 - ☐ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - ☐ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

- ☒ (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☐ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ☐ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- ☐ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ☐ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- ☐ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- ☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ☐ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) ([5 U.S.C. 552 a](#)).
- ☐ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ☐ (48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).
- ☐ (ii) Alternate I (OCT 2022) of [52.225-1](#).
- ☐ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I [Reserved].
- ☐ (iii) Alternate II (DEC 2022) of [52.225-3](#).
- ☐ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- ☐ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- ☐ (50) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ☒ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. Subtitle A](#), Part V, Subpart G Note).
- ☐ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

- ☐ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) ([42 U.S.C. 5150](#)).
- ☐ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- ☒ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- ☐ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- ☒ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- ☐ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) ([31 U.S.C. 3332](#)).
- ☐ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- ☐ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- ☐ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ☐ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- ☐ (ii) Alternate I (APR 2003) of [52.247-64](#).
- ☐ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- ☐ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ☐ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ☐ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment (May 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).
- ☐ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ☐ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- ☐ (7) [52.222-55](#), Minimum Wages Under Executive Order 14026 (JAN 2022).
- ☐ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O.13706).
- ☐ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and

E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. Subtitle A, Part V, Subpart G Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (FEB 2000). As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (DEC 2022). As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(F) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(H) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(J) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(K) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(L) ____ (1) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

____ (2) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(M) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(N) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(O) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R) (1) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).
(2) Alternate I (JAN 2017) of [52.224-3](#).

(S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C.](#) Subtitle A, Part V, Subpart G Note).

(T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12
COMMERCIAL ITEMS

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER1) CLAUSES
ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (SERVICES ONLY)
The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm	
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS – ALTERNATE
(OCT 2018) IS INCORPORATED BY REFERENCE
(SEE SF-1449, BLOCK 27B)

ADDENDUM TO 52.212-4
NONE

THE FOLLOWING CLAUSE IS PROVIDED IN FULL TEXT:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES (48 CFR
CHAPTER 6):

DOSAR TITLE AND DATE

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

652.242-70 CONTRACTING OFFICER’S REPRESENTATIVE (AUG 1999)

(b) The COR is N/A.

652-242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70 NOTICES (AUG 1999)

THE FOLLOWING CLAUSES ARE PROVIDED IN FULL TEXT, AND ARE APPLICABLE FOR
ORDERS FOR SERVICES:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government e-mail.

Contractor personnel must take the following actions to identify themselves as non - federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever Contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.228-71 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES
(FEB 2015)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, “covered contractor employees” includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance directly from a Department of Labor (DOL) approved insurance provider. Approved providers can be found at the DOL Web site at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.”

(c)

(1) Section 16 of the State Department Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. “Persons” includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

- (i) Contract number;
- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) Dates (or timeframe) of performance at the overseas location; and,
- (vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

(End of clause)

SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2021) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

Summary of instructions. Each quotation must consist of the following:

- (A) A completed solicitation, in which the SF-1449 cover page (blocks 17, and 30 as appropriate).
- (B) Information demonstrating the quoter's ability to perform, including:
 - (1) Name of a liaison to the Embassy who understands written and spoken English;
 - (2) Evidence that the quoter operates an established business with a permanent address and telephone listing or plans to establish an office within 30 days of contract award;
 - (3) The offeror shall provide proof of SAM registration to include the SAM UEI number;
 - (4) List of clients, demonstrating prior experience with relevant past performance information and references;
 - (5) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
 - (6) Evidence that the quoter has all licenses and permits required by local law.
- (C) If required by the solicitation, provide either:
 - a copy of the Certificate of Insurance, or
 - a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISION(S)
IS/ARE INCORPORATED BY REFERENCE:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN.

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting officer for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Steven M. Rider, Management Officer, at telephone +996 (312) 597-000 or fax +996 (312) 597-744. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

The U.S. Government intends to award Blanket Purchase Agreement(s) (BPA) to those firms that are technically acceptable, responsible, and clearly intend to sell services to the U.S. Government at market prices or below.

Interested offerors need to know that the U. S. Government may award multiple BPAs. The U.S. Government will only award to the number of BPAs, the U.S. Government believes is sufficient to meet needs and regulatory competition requirements.

Specifically, the following will be reviewed:

Technical Acceptability

Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the quoter with its quotation.

Responsibility Determination

Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and
- (6) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being

provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representation.*

(1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the

Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at [13 CFR 121.103](#).

Small disadvantaged business concern, consistent with [13 CFR 124.1002](#), means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at [13 CFR 124.105](#)) by—

(i) One or more socially disadvantaged (as defined at [13 CFR 124.103](#)) and economically disadvantaged (as defined at [13 CFR 124.104](#)) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at [13 CFR 124.104\(c\)\(2\)](#); and

(2) The management and daily business operations of which are controlled (as defined at [13 CFR 124.106](#)) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b).

[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _.]

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran- owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that—

(4) *Small disadvantaged business concern* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision].* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision].* The offeror represents that it ☐ is,

[] is not a women-owned small business concern.

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: .]

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:.

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action

programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American - Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55 % domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements- Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55 % domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☒ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does, [] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such

equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror [] does, [] does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

Other_____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name_____.

TIN_____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that–

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror–

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](#)(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if–

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) (or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:_____.

Immediate owner legal name:_____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity ☐ Yes or ☒ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:_____.

Highest-level owner legal name:_____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form

4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.209-79 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEP 2014) (DEVIATION, PER PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://e-cfr.com) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE
INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN
ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND
CERTIFICATIONS (JUN 2020)